



LUMP SUM
BID PACKAGE
2015 ICE STORM

REDUCTION BY GRINDING OF TREE DEBRIS

500 West Main Street
Yukon, OK 73085
PO Box 850500
(405)354-1895

BID INSTRUCTIONS

The City of Yukon is requesting sealed bids for the reduction by grinding of storm collected tree debris.

All bids will be submitted in a sealed envelope or packet marked **“SEALED BID-ICE STORM 2015.”**

1. The City of Yukon shall have the authority to reject the bid package or any and all bids and any part or provision of a bid or the bid proposal when it is deemed to be in the best interest of the city. The city also reserves the right to waive any irregularity of the bidding process. Additionally, the city has the authority to direct the re-advertisement or resoliciting of any bid.
2. Bids shall be submitted no later than **2:00pm, February 5, 2016**, in the City Clerk's Office, City Hall, 500 West Main, Yukon, Oklahoma. Bids may also be mailed to P.O. Box 850500, Yukon, Oklahoma 73085. All bids will be opened at 2:00pm., **February 5, 2016**, in the City Clerk's Office, City Hall, 500 West Main, Yukon, Oklahoma.
3. Faxed bids will not be accepted. **Please provide an original and one (1) copy of your bid.**
4. American, Oklahoma and Yukon owned firms are encouraged to submit a proposal, The City reserves the right to award the bid to a business located within the corporate limits of the City of Yukon if the eligible business submits a bid that is within five (5) percent of the lowest apparent bid.
5. **Please complete the Non-Collusion Affidavit, Commercial References, and Contractor's Equipment list and submit with your bid.**
6. Additional information may be received by contacting Doug Shivers, City Clerk, at dshivers@cityofyukonok.gov or 405-354-1895, 500 W. Main, Yukon, Oklahoma 73099.
7. Please go to www.cityofyukonok.gov/bid-opportunities/ to download specifications and access bid information.

Scope of Work

Intent

1. The purpose of this contract is for the grinding or chipping of all eligible trees, tree limbs, logs, stumps, and brush (wood waste debris), in a timely and efficient manner. The tree debris is the result of the November 2015 ice storm. It will be the responsibility of the contractor to adhere to all FEMA regulations, policy, and guidance.
2. Bidders acknowledge that time is of the essence to the performance of the contract. Bidders understand and agree that wood waste debris grinding must be done in the most expeditious manner possible. The successful bidder shall make every effort to complete all requirements of the awarded contract in the shortest time possible.

Services

1. The contractor shall provide all management, supervision, labor, materials, and equipment necessary for efficient and effective grinding of wood waste debris at the designated drop-off site.
2. Contractor will provide fuel and all oils and lubricants as well as all other supplies needed necessary for the operation of the contractor's equipment.
3. The grinding contractor shall grind all wood waste material to a 5:1 ratio and a size not to exceed 4 inches in length and ½ inch in diameter.
4. Contaminants are all materials other than wood products and must be avoided during the grinding process. Plastics should be eliminated completely. To help eliminate contaminates, root rake loaders are recommended to feed material to the grinder. Screens are required when processing stumps with root balls or when large amounts of soil are present.
5. All equipment and vehicles utilized by the Contractor shall meet the requirements of federal, state, and local regulations, including, without limitations, all USDOT and state DOT regulations.
6. Ground wood debris shall not be piled more than 15 feet high for fire hazard reduction. The contractor shall take necessary precautions to prevent combustion or any other hazard resulting from the temporary storage of chips on site.
7. The City reserves the right to inspect the site, and review operations at any time.
8. All work shall be accomplished in a safe manner in accordance with City, state, federal, Occupational Safety & Health Administration (OSHA) standards, and any other applicable laws or regulations.

Quantity And Location

1. The contractor shall reduce by grinding all wood waste debris at site. The quantity of the wood waste debris requiring grinding is estimated to be 55,000 cubic yards, (See Exhibit A). The pile has been compacted with a front loader.
2. Quantities may vary. Wood waste debris will be added to the stockpile until Jan. 31, 2016.
3. The estimated volume of wood chips after grinding is 11,000 cubic yards.
4. All debris is stockpiled on City property located at Taylor Park, 410 N 11th Street. Just past the railroad tracks on the west side of the road approximately .25 miles north of the intersection of Hwy 66 & Hwy 92. A map (Exhibit B) and photograph (Exhibit C) of the work site is included with this bid packet.
5. Bidders are required to visit site prior to submitting bid. Contact Bill Stover / Sanitation Director to arrange site visit at 405-354-4317 or bstover@cityofyukonok.gov

Work Hours, Start/End

It is the City's intention to have the grinding work performed on Monday through Friday, from no earlier than 7:00am and no later than 6:00 pm, however, special consideration will be made to extend the hours and days if necessary. The contractor shall notify the City by close of day Thursday whether weekend work is anticipated.

Performance Schedule

1. Work under this contract shall begin within 72 hours of receipt of the Notice to Proceed unless agreed upon in writing by both parties.
2. Maximum allowable time for the debris grinding will be 60 calendar days from the issuance of the Notice to Proceed.
3. Delays caused by inclement weather will extend the maximum allowable days.
4. Any damages to the contractor's equipment or the wood waste debris will not be the responsibility of the City to reimburse the contractor for their loss of equipment or work.

Payment

1. Once the bids are reviewed and evaluated, the successful contractor will be notified in writing, and will receive an authorized City of Yukon purchase order.
2. Payment for work completed shall be invoiced by Contractor after work is completed with the purchase order number denoted on the invoice. The City will make payment within 30 days.

3. Payment for mobilization and demobilization should be included in the bid.
4. Payment for the reduction by grinding of wood waste debris includes all cost associated with the processing, grinding, and stockpiling of wood waste chips and will be made under the contract bid. Lump sum payment will be based off the measurements of the debris pile and its estimated cubic yards.
5. The City may withhold final payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed, or reasonable evidence that a claim will be filed or other reasonable cause.

Contract Award

It is the City's intent to enter into a contract with a contractor with the lowest total cost who best demonstrates the ability and technical plan to expeditiously provide eligible grinding of wood waste debris.

The City reserves the right to reject any and all bids, waive technicalities, and make the award as deemed in the best interest of the City.

The bid includes all local, state, and federal taxes that would affect the amount of the bid.

Performance Bond

No later than forty-eight (48) hours following the Notice to Proceed and prior to beginning work for the City, the contractor shall execute and furnish to the City Clerk performance and payment bonds in the amount of the bid. All bonds shall be provided by a surety company authorized to do business in the State of Oklahoma and solely for the protection of the City.

Required Documents

The Bidder must sign, execute, and deliver with the bid sheet the following attachments.

1. Non-Collusion Affidavit
2. Contractors Equipment List
3. Commercial References Sheet

2015 ICE STORM

LUMP SUM BID

PRICE CONTRACT FOR TREE DEBRIS GRINDING

Please print or type

COMPANY NAME _____

CONTACT NAME & TITLE _____

ADDRESS _____

VOICE PHONE _____ MOBILE PHONE _____

E-MAIL FOR MAIN COMPANY CONTACT _____

AUTHORIZED SIGNATURE OF BIDDER _____

PRINT NAME OF ABOVE INDIVIDUAL _____

DATE _____

Estimated number of calendar days to grind debris pile. _____

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT	TOTAL BID AMOUNT		
1	55,000	Reduction of storm damage by grinding and stockpiling of wood waste chips.	LUMP SUM	\$_____		

CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **City of Yukon**, party of the first part, hereinafter termed "City", and _____, party of the second part, hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, the City has caused to be prepared in accordance with law, certain specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for:

_____, as outlined and set out in the bidding documents and in accordance with the terms and provisions of said Contract; and

WHEREAS, Contractor, in response to said Solicitation for Bids, published in, the Yukon Review, has submitted to the City in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

WHEREAS, the in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above named Contractor to be the lowest responsible bidder on the above described project, and has duly awarded this Contract to said Contractor for the sum named in the proposal, to wit: _____ Dollars (\$_____).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed and hereby agree as follows:

1. The Contractor shall, in a good and first-class workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the Contract Documents, including the Bidding Documents, any special provisions, schedules and the plans adopted and approved by the City, all of which documents are on file in the Office of the City Clerk of the City of Yukon and are made a part of this Contract as fully as if the same were herein set out at length, with the following additions and/or exceptions: (if none, so state) None.
2. The City shall make payments to the Contractor in the following manner:
Upon completion of the grinding operation the Contractor shall invoice the City with the purchase order number denoted on the invoice.
3. On completion of the work, but prior to the acceptance thereof by the City, it shall be the duty of the Sanitation Director, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents.

Termination Of Contract

1. The City may, by written notice to the contractor, terminate this agreement in whole or in part at any time, either for the City's convenience or for cause. Upon receipt of notice, the contractor shall immediately discontinue all services affected, unless the notice directs otherwise.
2. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit or unperformed service.
3. This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms hereof including, but not limited to, unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause, or otherwise fails to cure any other deficiency identified by the City's authorized agent within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5 percent of said contract price.

Indemnification

To the fullest extent permitted by law, the contractor, its subcontractors, agents, servants, officers, or employees, shall indemnify and hold harmless the City of Yukon, including, but not limited to, its elected and appointed officials, officers, employees, and agents from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the contractor's performance of the agreement or any other agreements of the contractor, entered into by reason thereof. The contractor shall indemnify and defend the City of Yukon, including, but not limited to, its elected and appointed officials, officers, employees, and agents with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the contractor, its subcontractor, agents, servants, officers, or employees, and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The contractor agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

Insurance

The contractor shall provide the City with an Insurance Certificate for Fleet Auto, General Liability and Worker's Compensation with limits not less than provided by the Oklahoma State Political Division Tort Claims Act.

1. All insurance secured by the contractor under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this agreement.
2. Commercial general liability policy shall name the City and its representatives as an additional insured.
3. Automobile liability insurance covering all owned, non-owned, and hired automobiles, trucks, and trailers. The contractor will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The contractor agrees to hold the City harmless from any liability, including additional premium due because of the contractor's failure to maintain the coverage limits required. The City's approval or acceptance of certificates of insurance does not constitute the City's assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.

Subcontracting

Contractor to the extent necessary and practical may subcontract.

Permits Or Licenses

The Contractor must, at his own cost, secure all permits and licenses required by City Code or State Statute and give all notices necessary and incidental to lawful prosecution of the work.

Independent Contractor

The parties agree that the contractor operates an independent business and is contracting to do work according to its own methods, without being subject to the control of the City or FEMA, except as to the product or the result of the work. The relationship between the City and the contractor shall be that as between an independent contractor and the City and

not as an employer-employee relationship. The payment to the contractor is inclusive of any use, excise, income, or any other tax arising out of this agreement.

Payment

The City may withhold payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed, or reasonable evidence that a claim will be filed or other reasonable cause.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in one (1) original, the day and year first above written.

CITY OF YUKON

By:_____
Name:_____
Title:_____

CONTRACTOR_____
(name of company)

By:_____
Name:_____
Title:_____

ATTEST:

By:_____
Name:_____
Title:_____

NON-COLLUSION AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF _____

)

) ss.:

COUNTY OF _____

)

_____ being first duly sworn, deposes and says:
(Type or print name)

that he or she is the _____ of
(Type or print title)

_____, who submits herewith to
(Type or print name of company/firm)

the City of Yukon the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw their bid/proposal;
- c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;
- d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed: _____

Name: _____

Title: _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by ,
_____ proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.

Notary Public

(Notarial Seal)

WARNING: Bids will not be considered unless the affidavit hereon is fully executed including the affidavit of the notary and the notarial seal.

EXHIBIT A



EXHIBIT B

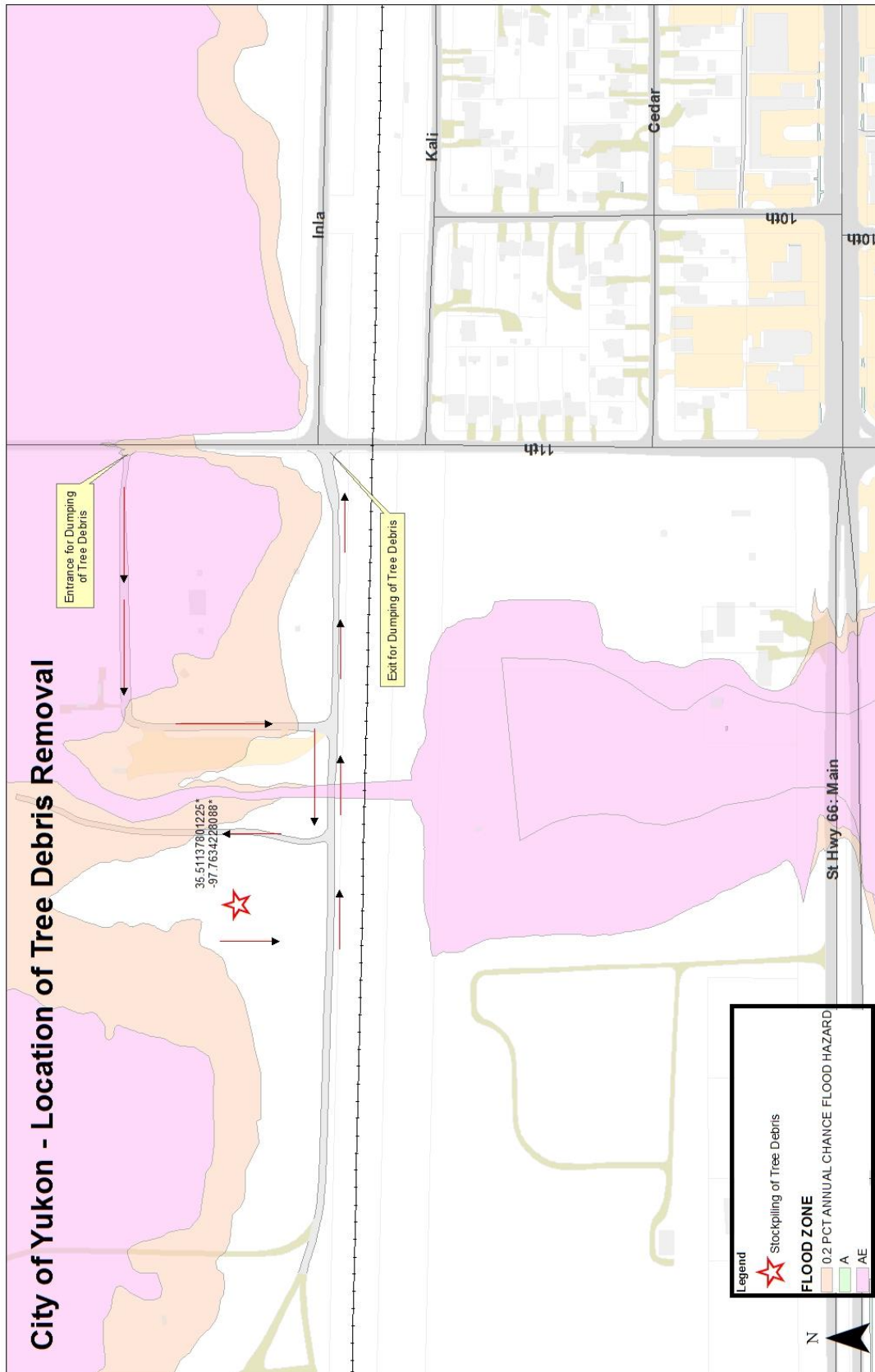


EXHIBIT C



CONTRACTOR'S EQUIPMENT LIST

All personnel and equipment which contractor shall commit to the completion of this project if awarded this contract should be listed below. This form may be copied if additional pages if required. **This list must be submitted as part of the contractor's bid package in order to be considered for award of this contract.**

Description of Equipment or Personnel	Quantity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____
18. _____	_____

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees as follows: **(This form is to be completed and submitted with the Contract)**

- a) The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, age, or disability as defined the Americans with Disabilities Act of 1990, Section 3(2). Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, a copy of this Certificate of Non-Discrimination.
- b) In the event the Contractor's noncompliance with this Nondiscrimination Certificate, the contract may be canceled, terminated or suspended by the City. The Contractor may be declared by the City to be ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.
- c) The Contractor agrees to include this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above stated clause and agree to abide by its requirements.

Name of Individual, Partnership, Limited Liability Company, or Corporation herein called Bidder

Signature of Bidder or Authorized Agent

Type or print name and title of person who signed above

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was subscribed, acknowledged and sworn to before me this ____ day of _____, 20____, by _____(Type or print the name of the person signing above) as the above named Bidder or Bidder's Authorized Agent.

My Commission Expires:

Notary Public

COMMERCIAL REFERENCES

Please list three (3) entities where similar work was performed by your company. **This list must be submitted as part of the contractor's bid package in order to be considered for award of this contract.**

1. Company:_____

Address:_____

Contact:_____

Phone:_____ Fax:_____

2. Company:_____

Address:_____

Contact:_____

Phone:_____ Fax:_____

3. Company:_____

Address:_____

Contact:_____

Phone:_____ Fax:_____